

All rates and charges in this tariff ARE at the current increase level and are NOT subject to other increase tariffs.
Any changes to these rates or charges will be published in a supplement or reissue of this tariff. This tariff is subject to Pan Am Southern Circulars 1 and 2. Rates are subject to ST fuel surcharge tariff ST-9003.

ST RAIL SYSTEM

FREIGHT TARIFF PAS 4132-F

cancels

FREIGHT TARIFF PAS 4132-E1

OILS, NUT, SEED OR VEGETABLE (STCC 20-9XX AND STCC 20-465100)

Rates in Cents / Cwt.

| <u>FROM</u> | <u>TO</u> | <u>M/W 150,000 lbs.</u> | <u>M/W 180,000 lbs.</u> | <u>MILES</u> |
|--------------------|-----------|-------------------------|-------------------------|--------------|
| Mechanicville., NY | Ayer | \$1.95 | \$1.82 | 151 |
| Rotterdam Jct., NY | Ayer | \$1.95 | \$1.82 | 173 |

Rate applies in Private tank cars, zero mileage.

Rate must be used in combination with other rates, and separate freight bills will be issued according to provision of Railway Accounting Rule 11.

ROUTE: PAS Direct

Governed by Uniform Freight Classification UFC 6000 Series, Uniform Classification Committee, Agent, supplements thereto or successive issues thereof.

This tariff is governed by the Official List of Open and Prepay Stations, OPSL 6000 Series, Station List Publishing Company, Agent, for prepay requirements and restrictions as to the acceptance or delivery of freight.

NOTICE

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: November 18, 2021

EFFECTIVE: January 1, 2022
Expires: January 31, 2023

ISSUED BY:

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BANKRUPTCY OR INSOLVENCY

A. IN THE EVENT SHIPPER EITHER VOLUNTARILY OR INVOLUNTARILY FILES OR IS THE SUBJECT OF A FILED ST (HEREINAFTER "AGREEMENT") THAT INCORPORATES THESE CONDITIONS OF CARRIAGE, SHIPPER WILL, AS

(1) IDENTIFY ST AS A "CRITICAL VENDOR" OF ESSENTIAL SERVICES AS THAT TERM IS INTERPRETED AND UNDERSTOOD WITHIN THE CONTEXT OF A BANKRUPTCY PROCEEDING;

(2) IDENTIFY ANY AGREEMENT WITH ST UNDER WHICH THERE REMAINS CONTINUING UNPERFORMED OBLIGATIONS; AND,

(3) CHOSE TO EITHER ELECT TO ASSUME OR REJECT SUCH AGREEMENTS IDENTIFIED PURSUANT TO PARAGRAPH (2) ABOVE WITHIN THIRTY (30) DAYS OF THE DATE OF THE FILING OF THE SAID PETITION IN BANKRUPTCY.

B. IN THE CONTEXT OF A BANKRUPTCY PROCEEDING, NO AGREEMENT IDENTIFIED UNDER PARAGRAPH (2) MAY BE ASSIGNED WITHOUT ST CONSENT, UNLESS ST IS GIVEN ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY THE ASSIGNEE. SUCH ADEQUATE ASSURANCE WILL INCLUDE, BUT NOT LIMITED TO, A DEPOSIT WITH PAN AM REPRESENTING SECURITY FOR THE TIMELY PAYMENT OF SWITCHING AND LINEHAUL CHARGES IN AN AMOUNT EQUAL TO THE AVERAGE THIRTY (30) DAY ACCRUAL FOR SUCH CHARGES AS SUCH, OR ALTERNATIVE SECURITY GUARANTEES IN FORM AND SUBSTANCE SATISFACTORY TO ST FROM ONE OR MORE PERSONS WHO SATISFY ST'S STANDARDS OF CREDITWORTHINESS.